
P R E - C O N S T R U C T I O N C O N F E R E N C E M I N U T E S



68 Shipwash Drive Garner, North Carolina 27529 919.772.5393 tel. 919.772.1176 fax

PROJECT: **TOWN OF JAMESVILLE – Water Treatment Plant Improvements**

DATE: **May 3, 2023**

TIME: **10:00 AM**

LOCATION: **Jamesville Town Hall**

FUNDING AGENCY: **NCDEQ-DWI NO. SRP-D-ARP-0111 (must appear on all correspondence)**

ENGINEER **MUNICIPAL ENGINEERING SERVICES COMPANY**
 Michael McAllister, M-ASCE Project Manager

CONTRACTOR: **ENVIRO-TECH UNLIMITED CONSTRUCTION SERVICES, LLC**

TOPICS:

MINUTES:

1. The meeting was called to order at 10:05 AM in the Town of Jamesville Town Hall by the Engineer, Michael McAllister, with Municipal Engineering, Inc.
2. The following individuals were in attendance and introduced:

Hon. Craig Tucker, Mayor	Town of Jamesville
Hon, Willis Williams, Mayor Pro-Tem	Town of Jamesville
Hon, Kim Cockrell, Commissioner/Clerk	Town of Jamesville
Samuel Lilley (Neil), ORC	Town of Jamesville
Robert Cockrell, Public Works	Town of Jamesville
Bill Freed	ETUCS
Nick Brown	ETCUS
Jim Morrison	NCDEQ-DWI
Michael McAllister	Municipal Engineering, Inc.
3. The Contract has been awarded and fully executed for the bid amount of **\$2,213,650.00**. The executed contracts were distributed to the Owner and Contractor at the meeting.
4. The Contractor was reminded to be familiar with the General, Supplementary General Conditions, and Special Project Conditions of the Contract.
 - a. The Contract Documents (including the three addendums) have been executed by **Enviro-Tech Unlimited Construction Services, LLC** and the **Town of Jamesville, NC**. The Notice to Proceed is issued today with substantial completion of **365** calendar days, with Final Completion to be complete

395 days thereafter (*Article 4, Paragraph 4.02, A of Owner/Contractor Agreement*). A properly executed Change Order shall be used to authorize time extensions.

- b. The Owner and Engineer know the current situation related to procuring and delivering specific equipment and material. The time extension will be granted upon the Contractor upon receipt of documentation supporting the delay claim from the manufacturer or supplier.
 - c. Weather Days: The Supplementary Conditions clearly define the procedure for claiming weather and impact days. (Article 11.05, Paragraphs C through I.). Requests for weather and impact days shall be documented and requested with a payment request or 30 days (whichever is less). **Weather delays not submitted within this time frame or documented in the prescribed manner will be denied.**
 - d. ARPA Funds Please note that all funds must be expended before December 31, 2026. Absolutely no funds will be issued by NCDEQ-DWI after this date due to the provisions of the American Rescue Plan Act.
5. The Notice to Proceed was issued at the meeting and signed by the Owner and Contractor. However, it is understood that some delays exist for certain materials and equipment. Therefore, it was agreed that the commencement date of the Contract would be delayed until **June 5, 2023**, with substantial completion to occur on or before **June 5, 2024**, with final completion to occur on or before **July 5, 2024**. It was noted that the pre-engineered metal building and standby power generator have a long lead time.
6. Time is of the essence; therefore, Liquidated Damages in the amount of **One-thousand dollars (\$1,000.00) per calendar day** for the Contractor's failure to achieve substantial completion (beneficial use) on or before the date specified in the Notice to Proceed. **Five hundred dollars (\$500.00) per calendar day** will be assessed for each day beyond the final completion date specified in the Notice to proceed unless adjusted by an approved change order. Liquidated damages may be assessed at the Town of Jamesville's discretion and as the Engineer recommends. Please pay special attention to the following paragraph in the "Agreement between Owner and Contractor for Construction Contract (Stipulated Price)."

3.03 Liquidated Damages

- A. *Contractor and Owner recognize that time is of the essence, as stated in Paragraph 3.01 above. That Owner will suffer financial and other losses if the work is not completed and Milestones are not achieved within the times specified in Paragraph 3.02 above, plus any extensions thereof allowed in accordance with the Contract. The parties also recognize the delays, expenses, and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by the Owner if the work is not completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty):*
7. The Contractor was reminded that it is illegal for any person to have any alcoholic beverage or drugs other than those prescribed by a physician. Everyone at the project site is expected to exhibit proper behavior. Indecent language acts or inappropriate attire will not be accepted. Anyone in violation of appropriate behavior will be removed from the construction site by the proper authorities. Note: Any representative of the Town and/or the Engineer shall be authorized to enforce this provision at their discretion.
8. The Contractor is bound to all requirements established by the permitting agencies and the Contract Documents. The Contractor shall comply with all pertinent safety regulations, OSHA requirements, and additional requirements outlined in the permits. **The responsibility for providing a safe working environment for the workers is solely the Contractor's responsibility.** However, should the Owner or Engineer observe unsafe practices, which may result in any person's death or serious injury, each reserve the right to shut the job down until the worksite has been made safe to proceed with the work.
9. Existing Works have been shown and/or noted on the project plans to the extent information was made available. The Contractor is responsible for locating existing Works before beginning work. The Contractor

must cooperate with the Town of Jamesville to coordinate the installation of new work with existing work. The Contractor shall be responsible for any damage caused by failure to locate existing underground utilities.

10. The Contractor shall notify the Owner and Engineer prior to the commencement of any work. The Contractor shall also notify the Owner and Engineer of any change in conditions encountered.
11. The Contractor is reminded to contact The Town of Jamesville Public Works Department 48 hours prior to construction to schedule inspection services. The Town of Jamesville's regular working hours are 7:00 am to 3:45 pm; however, Mr. Lilley indicated someone was usually on-site around 6 AM. Any work performed outside these hours requiring inspection services from the Engineer or Town personnel will be billed to the Contractor. Inspection services must be coordinated in advance with the Resident Construction Observer and the Town of Jamesville. Mr. Brown noted they plan to work from 7:00 AM until 5:00 PM. If the Contractor plans to begin earlier or later than the times listed above, the Contractor shall notify the Engineer/Town in advance. If the Contractor does not plan to work and fails to notify the Engineer and/or Resident Construction Observer prior to him/her leaving the office to travel to the Town of Jamesville, the Contractor shall be assessed the costs for travel and expenses for that effort except for in climate weather or other events beyond the Contractor's control.
12. The Contractor is reminded of the requirement to contact NC One Call Center 48 hours prior to construction for Works location services.
13. The water plant shall remain in operation at all times during construction. Any required shutdown of water production at the facility must be coordinated through the Town of Jamesville and the Engineer.
14. Should utility locates be requested prior to accepting this project by the Town of Jamesville for operation and maintenance, the Contractor will be responsible for those requests.
15. The Contractor shall maintain a set of up-to-date record drawings on-site; the Engineer and/or his representative will check on the status of the record drawings being maintained on-site periodically.
15. Shop drawings shall first be reviewed by the Contractor and sent to the Engineer for review. The Engineer shall return a stamped copy (electronically) of the shop drawing with its disposition within two weeks of receiving it. Electronic submittals are permitted for this project and shall be sent to the Project Engineer via email at mmcallister@mesco.com. Hard copies of all shop drawing submittals will be bound and copied to the Owner at the conclusion of the project.
16. Partial Payment Requests shall be submitted monthly. Five percent (5%) retainage shall be held until the work has been completed. The Contractor shall review and concur on all Partial Payment Requests with the Resident Project Representative prior to submittal to the Engineer. Each pay request shall include a signed EJCDC C-620 Contractor's Application for Payment. Unapproved Change Orders shall not be included in partial payment requests. Unapproved Change Orders that are included shall be deducted from the amount paid.
17. Sales Tax: The project bid includes sales tax; however, the Town of Jamesville has elected not to request reimbursement from the NC Department of Revenue. Therefore, Sales Tax reports are not required; however, I would still like to see copies of the invoices to support the partial payment requests.
18. The cut-off for work completed is the 25th of each month, with the application for payment due to the Engineer and all required documents on the 1st of the following month or other dates agreed to in advance. The Engineer shall review the documents submitted recommending payment by the Town to the Contractor. The Engineer will file the reimbursement request with NCDEQ-DWI signed by the Town's authorized representative (*Rachel Craddock, Commissioner*). The reimbursements typically include Construction Administration, observation, Grant Administration Fees, etc. The payments are generally made by direct deposit into the Town's designated account. An email from the Controller's office usually arrives near the direct deposit time, and the Town has three banking days to distribute those funds to the parties being paid.
19. Payment for Stored Material: Payment for stored materials was not specifically mentioned during the meeting; however, we call the Contractors' attention to Page 40 of (*EJCDC C-800 Supplementary Conditions; Article 15*)

– SC 15.01.B5 and B6) regarding materials and equipment not incorporated into the work. The Owner and the Engineer must agree to any deviations to those conditions listed before payment will be considered for stored materials.

20. Change Orders may come from directives from the Owner or requested changes to the Contract. Change Orders must be recommended by the Engineer and approved by the Owner. Change orders are to be prepared substantially in the form contained within the contract documents, and the Contractor shall submit electronic copies to the Engineer for processing. Change Orders shall have a complete breakdown, including a detailed calculation of cost, overhead, and profit (max. 5%) with a written explanation and justification for the change. Change Orders without this important data will be returned to the Contractor. **All parties (including the Funding Agency) shall fully execute change Orders before any change order work is performed, and claims for payment are included on any subsequent partial payment request.**
21. Erosion Control measures, as shown on the plans or as required due to field conditions, shall be installed ahead of the work and regularly maintained until the vegetative cover is established. An effort must be made to maintain erosion control devices throughout construction, as this will potentially be a concern for compliance with the respective permits. **Upon completion of the project, the Contractor shall restore the disturbed area near the construction site to its original condition to the extent possible.**
22. Construction observation will be provided by Municipal Engineering, Inc., and the Town of Jamesville periodically for this project.
23. Since the construction period is **365 days**, regular monthly project meetings will occur on the **3rd Wednesday** of each month, at 10:00 AM at the Jamesville Town Hall, with the first meeting to be held on **July 19, 2023**.
24. The Contractor must have a full-time superintendent on-site capable of communicating in English.
25. The Contractor shall notify the Engineer when the project is complete. Upon receipt of notification, the Engineer will inspect to verify completion. From the inspection, a punch list will be given to the Contractor. Upon correction of the punch list by the Contractor and verification by the Engineer that the work has been completed, a formal final inspection shall be coordinated and performed with the Contractor, Funding Agency, and Owner. The Engineer shall coordinate and notify all parties of the time and date of the formal final inspection.
26. Mr. Jim Morrison with NCDEQ-DWI noted that the Engineer had covered the items generally covered by the funding agency representative since the Davis Bacon and American Iron and Steel compliance is not needed for this project. He mentioned good communication was the key to a successful project, and please get in touch with him directly if assistance is needed. He also noted that his attendance at future meetings would be periodic due to the agency's workload. The Engineer noted he would continue to copy him on all related emails and meeting minutes.

Mr. Morrison inquired about a project sign. The Engineer noted that a project sign was not a bid item to be provided by the Contractor, as it was not mandatory when the project was reviewed. The Engineer further noted he was aware of the requirement and that future projects would include the project sign as a bid item, and the template would be included in the bid package.

27. Owner Comments/Questions

Questions were asked about the operation of the existing well, altitude valve, and the proposed SCADA system. The Engineer noted the tank level would be controlled by a pressure transducer located at the base of the tank, and the tank controller will be included as part of the cell-based SCADA system included with the project. The SCADA will be compatible with the system planned for the new WWTP and pump station rehabilitation projects currently in design.

28. Contractor Comments/Questions

Mr. Brown asked several questions, including the following:

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- a. Concerns about timely payments, especially on those requests that include expensive equipment, i.e., Greensand Filter/RO systems. The question was also asked about the three-day payment rule required by the funding agency.

It was noted that the Town and Engineer are aware of the workload and staffing issues at NCDEQ-DWI. Mr. Morrison noted that the agency is working through those with the expectation that things should improve shortly. The Engineer also noted that the Town knows they have three banking days upon receipt of funds from NCDEQ to disburse those funds to the payee.

- b. The Contractor asked who the electrical provider was due to coordination and timing issues with Dominion Energy.

The Engineer noted that Dominion was the provider and the Town would be the contact with the company. Any service-related issues would need to be identified early on to avoid delays.

- c. The Contractor asked if water was available at the site for testing and if the Town had a hydrant meter.

The Town noted a fire hydrant across the road from the site. The Town noted they have a meter for flushing, but the Contractor noted they have a meter available if it is suitable to the Town.

- d. The Contractor inquired about the remote well's condition and operable status, which will be utilized during the placement of the new well building and interior plumbing and electrical connections.

The Town noted that the remote well only works in hand mode. The Town regularly blow-off the well to allow the pump to run and move the water out of the column. The Town will need to address the issue with the auto control function so the well can operate with the new system while the on-site well is being upgraded. It was suggested that the Town blow the existing remote well off more frequently as time progresses towards the need to use it.

- e. The Contractor inquired if there was any of the equipment or material within the existing system that they wished to retain. It was suggested they remove anything (not in use) during the interim prior to mobilization by the Contractor.

With no further business to discuss, the meeting was adjourned.

Respectfully submitted this 4th day of May 2023.

Michael McAllister, M-ASCE
Principal Project Manager
Municipal Engineering, Inc.



SIGN-UP SHEET – PRE-CONSTRUCTION CONFERENCE

MESCO Project No.: G-22060

Project Name: Town of Jamesville – Pump Station Rehabilitation Project
NCDEQ-DWI No. SRP-D-ARP-0111

Date: May 3, 2023 – 10:00 am

NAME	COMPANY	PHONE	email
Michael McAllister	Municipal Engineering, Inc.	919-772-5393	mmcallister@mesco.com
Craig Tucker	Town Mayor	252-394-4407	jamesvillemayor@embargo.nc.gov
Jim Morrison	NCDEQ - DWI	919-707-9157	Jim.Morrison@NCDEQ-500.com
William Williams	DWI'S Pres/Exec		WilliamWilliams@embargo.nc.gov
Bill Freed	ETUCS	252-207-5853	bfreed@etucs.com
Nick Brown	ETUCS	252-207-8537	nbrown@etucs.com
Samuel Lilley	ORC Water Sewer	252-809-2174	jamesville@embargo.nc.gov
Kim Cockrell	Town of Jamesville	252-792-5056	jamesville@embargo.nc.gov
Robert Cockrell	Town of Jamesville		

* Include FAX number or email address if you want a completed copy of the sign-up sheet sent to you.